

1 Philip A. Toomey (Bar No. 89598)

2 ptoomey@leechtishman.com

3 Eric J. Wu (Bar No. 270228)

4 ewu@leechtishman.com

**LEECH TISHMAN FUSCALDO & LAMPL**

841 Apollo Street, Suite 325

5 El Segundo, CA 90245

6 Telephone: 424.738.4400

7 Facsimile: 424.738.5080

8 Attorneys for Defendant, Patrick Joseph Soria

9 **UNITED STATES DISTRICT COURT**  
10 **CENTRAL DISTRICT OF CALIFORNIA**

11 NATIONSTAR MORTGAGE LLC

12 Plaintiff,

13 vs.

14 PATRICK JOSEPH SORIA, an  
15 individual; et al.

16 Defendants.  
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CASE NO. 2:18-cv-03041-DSF  
(RAOx)

JUDGE: Hon. Dale S. Fischer  
CTRM.: 7D

**STIPULATION AND  
PROTECTIVE ORDER RE:  
PRIVILEGED INFORMATION  
AND MATERIAL ON SORIA  
CELL PHONE AND AT  
WELLWORTH PROPERTY**

ACTION FILED: April 11, 2018

TRIAL DATE: None Set

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1           **IT IS HEREBY STIPULATED** by and between the parties to this Action  
 2 Plaintiff, Nationstar Mortgage LLC (“Nationstar”), Permanent Receiver, Robb  
 3 Evans & Associates LLC (the “Receiver”), and Defendant, Patrick Joseph Soria  
 4 (“Soria”) (collectively, the “Parties”), by and through their respective counsel of  
 5 record, that in order to facilitate the exchange of information and documents  
 6 located on Soria’s cell phone (produced to the Permanent Receiver in September  
 7 of 2018) and/or located at 10809 Wellworth Avenue, Los Angeles, California  
 8 90024 (the “Wellworth Property”) which may be subject to confidentiality  
 9 limitations on disclosure due to federal laws, state laws, privacy rights, and/or  
 10 privilege the Parties stipulate as follows:

11           1.     In this Stipulation and Protective Order, the words set forth below  
 12 shall have the following meanings:

13                 a.     “Proceeding” means the above-entitled proceeding (Case No.  
 14 2:18-cv-03041 DSF (RAOx)).

15                 b.     “Court” means the Hon. Dale S. Fischer or any other judge to  
 16 which this Proceeding may be assigned, including Court staff participating in such  
 17 proceedings.

18                 c.     “Designating Party” means the Party that designates  
 19 Documents, Testimony, or Information, as defined below, as “Privileged.”

20                 d.     “Disclose” or “Disclosed” or “Disclosure” means to reveal,  
 21 divulge, give, or make available Documents, or any part thereof, or any  
 22 information contained therein.

23                 e.     “Documents” means (i) any “Writing,” “Original,” and  
 24 “Duplicate” as those terms are defined by California Evidence Code Sections 250,  
 25 255, and 260, which have been produced in this Proceeding by any person or  
 26 entity, and (ii) any copies, reproductions, or summaries of all or any part of the  
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1 foregoing located on Soria's cell phone and/or located at the Wellworth Property,  
2 as set forth above, production of which has been compelled by the Court

3 f. "Information" means the content of Documents.

4 g. "Privileged" means any Document protected by attorney-client  
5 privilege, work product privilege, and/or the privilege against self-incrimination,  
6 and/or any other applicable privilege.

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8 2. With respect to information and documents that may be located at the  
9 Wellworth Property, the Parties agree as follows:

10 a. The Receiver is authorized by the Court to take custody,  
11 control, and possession of all assets, documents, and data located at the Wellworth  
12 Property which it believes in good faith to be under the control of either Patrick  
13 Soria or the Receivership Defendants.

14 b. Upon visiting the Wellworth Property, and prior to the  
15 Receiver's taking possession of any assets, documents, and data it deems  
16 appropriate, Leech Tishman Fuscaldo & Lampl, Inc. ("Leech Tishman"), Soria's  
17 counsel of record, shall prepare an inventory of all assets, documents, and data to  
18 be seized by the Receiver. A copy of the inventory shall be provided to the  
19 Receiver.

20 c. Leech Tishman shall receive a copy of all documents and data  
21 seized by the Receiver. Leech Tishman is responsible for all costs related to  
22 copying any seized documents and data.

23 d. The Receiver agrees it will not begin review of seized  
24 documents and data until either: (a) Soria's counsel agrees; or (b) the Court  
25 orders/allows such review. Leech Tishman shall inform the Receiver of any  
26 privileged documents or data that the Receiver should not review. In any event, the  
27 Receiver may begin review of non-privileged documents and data beginning two  
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1 weeks after the Parties visit the Wellworth Property and the Receiver takes  
2 possession of any assets, documents, and data, unless otherwise ordered by the  
3 Court.

4         3. The Designating Party shall have the right to designate as “Privileged”  
5 any Documents or Information that the Designating Party in good faith believes to  
6 be Privileged. Such Privileged Documents or Information will be withheld from all  
7 other Parties, including Nationstar and the Receiver. If Privileged Documents or  
8 Information that were obtained from either Soria’s cell phone or the Wellworth  
9 Property are currently in possession of Nationstar and the Receiver as of the date  
10 this Order is executed, such Documents or Information will be deemed to have  
11 been produced inadvertently and Paragraph 3 will apply.

12         4. The inadvertent production of any “Privileged” information by any of  
13 the undersigned Parties or non-Parties to the Proceedings of any Document in this  
14 Proceeding shall be without prejudice to any claim that such item is “Privileged”  
15 and such Party shall not be held to have waived any rights by such inadvertent  
16 production. In the event that any Document that is subject to a “Privileged”  
17 designation is inadvertently produced without such designation, the Party that  
18 inadvertently produced the document shall give written notice of such inadvertent  
19 production within twenty (20) days of discovery of the inadvertent production,  
20 and describe the basis for the “Privileged” designation. Upon receipt of such  
21 Inadvertent Production Notice, the Party that received the inadvertently produced  
22 Document shall promptly destroy the inadvertently produced Document and all  
23 copies thereof, or, if demanded by the producing party, at the expense of the  
24 producing Party, return the original and all copies of such Document, to counsel  
25 for the producing Party. Should the receiving Party choose to destroy such  
26 inadvertently produced “Privileged” Document, the receiving Party shall notify  
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1 the producing Party in writing of such destruction within ten (10) days of receipt  
2 of written notice of the inadvertent production. This provision is intended to apply  
3 to any inadvertent production of any Document which is Privileged. In the event  
4 that this provision conflicts with any applicable law regarding waiver of privilege  
5 through the inadvertent production of Documents, such law shall govern.

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7 5. In the event that counsel for a Party receiving Documents designated  
8 as "Privileged" objects to such designation with respect to any or all of such  
9 items, said counsel shall advise counsel for the Designating Party, in writing, of  
10 such objections, the specific Documents to which each objection pertains, and the  
11 specific reasons and support for such objections (the "Designation Objections").  
12 Counsel for the Designating Party shall have thirty (30) days from receipt of the  
13 written Designation Objections to either (a) agree in writing to de-designate  
14 Documents pursuant to any or all of the Designation Objections and/or (b) file a  
15 motion with the Court seeking to uphold any or all designations on Documents  
16 addressed by the Designation Objections (the "Designation Motion"). Pending a  
17 resolution of the Designation Motion by the Court, any and all existing  
18 designations on the Documents at issue in such Motion shall remain in place. The  
19 Designating Party shall have the burden on any Designation Motion of  
20 establishing the applicability of its "Privileged" designation. In the event that the  
21 Designation Objections are neither agreed to nor timely addressed in a  
22 Designation Motion, then such Documents shall be de-designated in accordance  
23 with the Designation Objections applicable to such material.

24 6. Any Party to the Proceeding (or other person subject to the terms of  
25 this Stipulation and Protective Order) may ask the Court, after appropriate notice to  
26 the other Parties to the Proceeding, to modify or grant relief from any provision of  
27 this Stipulation and Protective Order.  
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1           7. If any person subject to this Stipulation and Protective Order who has  
2 custody of any Privileged Documents receives a subpoena or other process  
3 (“Subpoena”) from any government or other person or entity demanding  
4 production of Privileged Documents, the recipient of the Subpoena shall promptly  
5 give notice of the same by electronic mail transmission, followed by either express  
6 mail or overnight delivery to counsel of record for the Designating Party, and shall  
7 furnish such counsel with a copy of the Subpoena. Upon receipt of this notice, the  
8 Designating Party may, in its sole discretion and at its own cost, move to quash or  
9 limit the Subpoena, otherwise oppose production of the Privileged Documents,  
10 and/or seek to obtain privileged treatment of such Privileged Documents from the  
11 subpoenaing person or entity to the fullest extent available under law. The recipient  
12 of the Subpoena may not produce any Documents, pursuant to the Subpoena prior  
13 to the date specified for production on the Subpoena. Nothing in this paragraph  
14 shall apply to any subpoena or process or other request for documentation wherein  
15 notification to the Designating Party would violate any law, regulation, order or  
16 would otherwise violate any governmental entity’s requirement for confidentiality  
17 and/or non-disclosure of or in their investigation/proceedings, or would disregard  
18 any governmental entity’s request for confidentiality and/or non-disclosure of or in  
19 their investigation/proceedings.  
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21           8. Nothing in this Stipulation and Protective Order shall be construed to  
22 preclude any Party from asserting in good faith that certain Privileged Documents  
23 require additional protection. The Parties shall meet and confer to agree upon the  
24 terms of such additional protection.

25           9. If, after execution of this Stipulation and Protective Order, any  
26 Privileged Documents submitted by a Designating Party under the terms of this  
27 Stipulation and Protective Order is Disclosed by a non-Designating Party to any  
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1 person other than in the manner authorized by this Stipulation and Protective  
2 Order, the non-Designating Party responsible for the Disclosure shall bring all  
3 pertinent facts relating to the Disclosure of such Privileged Documents to the  
4 immediate attention of the Designating Party. Nothing in this paragraph shall  
5 apply to any disclosure wherein notification to the Designating Party would violate  
6 any law, regulation, order or would otherwise violate any governmental entity's  
7 requirement for confidentiality and/or non-disclosure of or in their  
8 investigation/proceedings, or would disregard any governmental entity's request  
9 for confidentiality and/or non-disclosure of or in their investigation/proceedings.  
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11 10. This Stipulation and Protective Order is entered into without prejudice  
12 to the right of any Party to waive the applicability of this Stipulation and Protective  
13 Order to any Privileged Documents or Information designated by that Party. If the  
14 Designating Party uses Privileged Documents or Information in a non-privileged or  
15 non-confidential manner, then the Designating Party shall advise that the  
16 designation no longer applies.

17 11. Unless otherwise stated in this Stipulation and Protective Order, or  
18 otherwise permitted or ordered by the Court, Privileged Documents or Information  
19 cannot be used by any Party (except for the Designating Party) for any purpose,  
20 whether related to this Proceeding or otherwise.

21 12. This Stipulation and Protective Order shall continue to be binding  
22 after the conclusion of this Proceeding and all subsequent proceedings arising from  
23 this Proceeding, except that a Party may seek the written permission of the  
24 Designating Party or may move the Court for relief from the provisions of this  
25 Stipulation and Protective Order. To the extent permitted by law, the Court shall  
26 retain jurisdiction to enforce, modify, or reconsider this Stipulation and Protective  
27 Order, even after the Proceeding is terminated.  
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1           13. Upon written request made within thirty (30) days after the  
2 settlement or other termination of the Proceeding (for purposes of this Section  
3 13, "termination of the Proceeding" shall mean resolution of this matter by  
4 settlement, dismissal or judgment (after appeal, in the event any party wishes to  
5 appeal such dismissal or judgment), regardless of whether the Receivership is still  
6 in place), the undersigned Parties shall have thirty (30) days to either (a)  
7 promptly return to counsel for each Designating Party all Privileged  
8 Documents or Information and all copies thereof, (b) agree with counsel for the  
9 Designating Party upon appropriate methods and certification of destruction or  
10 other disposition of such Privileged Documents, or (c) as to any Documents or  
11 other Information not addressed by sub-paragraphs (a) and (b), file a motion  
12 seeking a Court order regarding proper preservation of such Materials.  
13 Notwithstanding anything to the contrary herein, the Receiver's obligations under  
14 this paragraph shall terminate for all purposes thirty (30) days after entry of an  
15 order discharging the Receiver. To the extent permitted by law the Court shall  
16 retain continuing jurisdiction to review and rule upon the motion referred to in  
17 sub-paragraph (c) herein.  
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19           14. After this Stipulation and Protective Order has been signed by counsel  
20 for all Parties, it shall be presented to the Court for entry. Counsel agree to be  
21 bound by the terms set forth herein with regard to any Privileged Documents that  
22 have been produced before the Court signs this Stipulation and Protective Order.  
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24           15. The Parties and all signatories agree to be bound by this Stipulation  
25 and Protective Order pending its approval and entry by the Court. In the event that  
26 the Court modifies this Stipulation and Protective Order, or in the event that the  
27 Court enters a different Protective Order, the Parties agree to be bound by this  
28 Stipulation and Protective Order until such time as the Court may enter such a



1 different Order. It is the Parties' intent to be bound by the terms of this Stipulation  
2 and Protective Order pending its entry so as to allow for immediate production of  
3 Privileged Documents under the terms herein.

4 16. This Stipulation and Protective Order may be executed in  
5 counterparts.  
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8 **STIPULATED AND AGREED:**

9 DATED: October 26, 2018 HALL GRIFFIN LLP  
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11  
12 By: /s/ Jered T. Ede  
13 Howard D. Hall  
14 Jered T. Ede  
15 Timothy A. Burnett  
16 Jane M. Kutepova  
17 Cheyenne S. Schneider  
18 Attorneys for Plaintiff  
19 NATIONSTAR MORTGAGE LLC  
20

21 DATED: October 26, 2018 BARNES & THORNBURG LLP  
22

23 By: /s/ Gary Owen Caris  
24 Gary Owen Caris  
25 Attorneys for Permanent Receiver  
26 ROBB EVANS & ASSOCIATES LLC  
27  
28

1 DATED: October 26, 2018

2 LEECH TISMAN FUSCALDO & LAMPL,  
3 INC.

4 By: /s/ Eric J. Wu

5 Philip A. Toomey

6 Eric J. Wu

7 Attorneys for Defendant

8 PATRICK JOSEPH SORIA

9 I, Eric J. Wu, hereby attest that all other signatories to this Stipulation,  
10 and on whose behalf it is submitted, concur in its content and have authorized its  
11 filing. I make this attestation pursuant to Local Rule 5-4.3.4.  
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13 Dated: October 26, 2018

/s/ Eric J. Wu

14 Eric J. Wu